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Sept. 16

Mr. William H. Riley, Commissioner
Department of Labor
State House

Dear Sir:

You have inquired as to whether or not the provisions of R. L. c. 212, s. 14 providing for weekly payment of wages would apply to "vacation pay".

The specific case at hand involves the wage claim of one William T. Green. I have carefully reviewed your file in this matter.

It is my opinion that R. L. c. 212, s. 14 has an application to vacation pay in the present matter. Our Supreme Court held in the case of Brampton Woolen Co. v. Local Union #12, 95 N. H. 235, that "vacation pay" and "wages", as those terms appeared in a labor-management contract were synonymous. The court decided in that case, that since the terms were synonymous, they were within the purview of the arbitration clause of the contract.

In the instant case, a labor-management contract is in existence, the contract provides for arbitration of disputes of this nature. Such being the case, I feel this claim should be arbitrated according to the terms of the contract in existence between the Union and the Boston & Maine Railroad.

In view of the above, I do not feel that criminal process is the proper remedy.

Very truly yours,

Henry Dowst, Jr.,
Assistant Attorney General

HD:RM